

UNITED STATES BANKRUPTCY COURT

Eastern District of Texas

Sherman Division

In re:

Paul J. Folkman and
Hsueh Mei Folkman

Debtors.

Case No20-40864 –btr-7

Chapter 7

*Jeffrey Blanchard and Janine
Blanchards*

Adversary No. 20-4083

Plaintiffs,

v.

Paul J. Folkman and Hsueh Mei
Folkman a/k/a Michelle Folkman
a/k/a Hsueh Mei Lee, individually,
Folkman Development Corporation,
NRT New England LLC d/b/a
Coldwell Banker Residential
Brokerage and Brookdale
Corporation

Defendants.

ANSWER of Paul J. Folkman, Hsueh Mei Folkman a/k/a Michelle Folkman,
a/k/a Hseuh Mei Lee “Jointly referred to as “Folkman”

1. Folkman consents to entry of final orders or judgment by the Bankruptcy Judge.
2. Folkman alleges that Folkman is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 4, 5, 37, 38,45, 46, 47,49, 51,52, 53, 54, 55, 56, 57,58,59,60, 61, 62, 63 ,64, 65, 66,71,72, 73, 74, 75,76, 77 Of the Complaint.
3. Folkman denies each and every allegation in the Complaint except that Folkman admits paragraphs 1,2,3,6,7,8,9,10,11,12,13,14,15,16,17,18,19, 20,21, 22, 23,24,26,27,28,31, 32,33, 35,36, 39, 40, 41, 43, 48, 69, 70.
4. The paragraphs, 79,81,84,86,89, 91,95, 98, 103, 107, 110, 113,115, 118, 120,122, 124,126, and 137 each repeats, realleges, and re-avers other paragraphs, Defendants repeat and reallege, and re-aver their responses to those paragraphs.

Affirmative Defenses As to Counts One, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,
17,18, and 19

Plaintiffs purchased the house “as is” and without relying on any representations by the Folkmans. Paragraph 25 of the Purchase and Sale Agreement, states, “The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
None.

Parapgrah 1 of Rider A states 1. WARRANTIES. The BUYER acknowledges and agrees that the SELLER has made no warranties or representations on which BUYER has relied as to the condition, past, present or future of the premises, other than those contained in this Agreement. Any statements made by the SELLER in a realtor’s/broker’s or inspector’s questionnaire, so-called “SELLER’s Disclosure Statement” or property listing information, if any, are not warranties and do not survive the closing. The SELLER states that any facts, in such forms, to the extent supplied by the SELLER, are accurate according to the SELLER’s actual knowledge of the statements

therein and SELLER makes no representations concerning the accuracy of facts provided by the realtor(s) or broker(s) unless expressly incorporated into this Agreement. BUYER acknowledges that ample opportunity has been given to conduct an inspection without restrictions by an expert of their own choosing, and that such an inspection has taken place. BUYER acknowledges that they are fully satisfied with the condition of the premises and are accepting the premises "as is" in its current condition as of the date of the home inspection, reasonable wear and tear between the date hereof and closing, excepted, or as otherwise noted in this agreement. The terms of this provision shall survive the delivery of the deed.

Defendants had no knowledge of the alleged issues with the house.

Affirmative Defenses Counts 2, 3, 4, and 5

Paul Folkman has not been affiliated with Folkman & Zola, CFL Development for over 7 years and has received no distributions from these companies, To the extent there are mistakes on the schedule they were not intentional but because of the language barrier with Hsueh Mei Folkman who has trouble reading English and that Paul Folkman was unable to help due

Due to his medical situation. Upon information and believe the Documents were made available to the Chapter 7 Trustee.

Counterclaim for Attorney fees

Pursuant to M.G.L.A. 261 § 1, § 1. Prevailing party to recover costs Folkman requests they be awarded their attorney fees if they are the prevailing party in this matter.

Respectfully submitted,

PRAGER & MILLER P.C.

By: /s/ Robert A. Miller

Robert A. Miller

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Attorney for Defendants Paul J. Folkman

Hsueh Mei Folkman a/k/a Michelle
Folkman a/k/a HSUEH Mei Lee and
Folkman Development